

# **STATEWIDE OPERATING PLAN 2011-2015**

**STATE OF MONTANA  
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION (MDNRC)**

**AND**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE (FS)  
NORTHERN REGION**

**AND**

**UNITED STATES DEPARTMENT OF INTERIOR  
BUREAU OF LAND MANAGEMENT (BLM)—MONTANA AND DAKOTAS  
NATIONAL PARK SERVICE (NPS)—INTERMOUNTAIN REGION  
BUREAU OF INDIAN AFFAIRS (BIA) —NORTHWEST AND ROCKY MOUNTAIN  
REGIONS**

**AND**

**FISH AND WILDLIFE SERVICE (FWS)—MOUNTAIN-PRAIRIE REGION**

This document serves as the Statewide Operating Plan (OP) as provided for in the Cooperative Fire Management Agreement between the State of Montana, Department of Natural Resources and Conservation; the United States, Department of Agriculture, Forest Service, Northern Region; and the United States, Department of Interior, Bureau of Land Management – Montana and Dakotas, National Park Service - Intermountain Region, Bureau of Indian Affairs – Northwest and Rocky Mountain Regions, and Fish and Wildlife Service - Mountain-Prairie Region, dated December 2010.

Per Provision 52 of the Agreement, OPs will be developed and/or reviewed annually at the local and statewide levels and become part of the “Cooperative Fire Management Agreement” (CFMA). This OP is the working document for the purpose of implementing the Cooperative Fire Management Agreement. This Plan incorporates the approved Northern Rockies Mobilization Guide (Provision 9 - CFMA). Agencies will coordinate wildland fire activities and resource movements as agreed to and documented in the respective Mobilization Guides. This plan establishes a formal fire protection exchange between the Montana Department of Natural Resources and Conservation and the Fish and Wildlife Service; and the Bureau of Land Management, Forest Service, and Montana Department of Natural Resources and Conservation. This plan does not replace current local fire protection exchange agreements or Ops.

This Plan documents agreement to details regarding:

- A. Working relationships,
- B. Description and details within Protection Areas,
- C. Operating procedures,
- D. Non-suppression activities
- E. Billing procedures

## **A. WORKING RELATIONSHIPS**

The following is a list of the Agency that are participating in this agreement:

### **State of Montana**

Department of Natural Resources and Conservation

Central Area

Northwestern Area

Eastern Area

Southern Area

Northeastern Area

Southwestern Area

### **United States Department of Agriculture**

Forest Service – Northern Region

Beaverhead/Deerlodge NF

Flathead NF

Kootenai NF

Bitterroot NF

Gallatin NF

Lewis and Clark NF

Custer NF

Helena NF

Lolo NF

### **United States Department of Interior**

Bureau of Land Management--Montana

Western Zone (Butte Field Office)

Eastern Zone (Miles City Field Office)

Central Zone (Lewistown Field Office)

Southern Zone (Billings Field Office)

National Park Service--Intermountain Region

Big Hole NB

Bighorn Canyon NRA

Glacier National Park

Grant-Kohrs Ranch NHS

Little Bighorn Battlefield NM

Nez Perce National Historical Park

Yellowstone National Park

Bureau of Indian Affairs

Northwest Region

Flathead Reservation

Rocky Mountain Region

Blackfeet Reservation

Crow Reservation

Ft. Peck Reservation

Rocky Boys Reservation

Northern Cheyenne Reservation

Ft. Belknap Reservation

Fish and Wildlife Service—Mountain-Prairie Region

Benton Lake NWR and WMD

Bowdoin NWR and WMD

Lee Metcalf NWR

Charles M. Russell NWR and WMD

Medicine Lake NWR and WMD

National Bison Range

Northwest Montana WMD

Red Rock Lakes NWR

Lost Trail NWR

Swan River NWR

Creston NFH

Ennis NFH

Bozeman Fish Technology Center

## **B. PROTECTION AREAS (Provision 32 CFMA)**

The Protection Areas for each of the above units are depicted in Appendix I. All parties agree that the protection exchanges described herein are balanced as of calendar year 2011. All wildland fire

agencies are limited by current staffing and funding levels. Wildfire is normally a seasonal event in Montana and as such fire suppression capability will vary by time of year.

Maps and databases that depict wildland protection unit boundaries, lands that have been exchanged for protection purposes and areas that have existing structural fire suppression protection are compiled and maintained by the State. Reciprocal initial attack zones and Special Management Areas will be documented in the zone or local OPs. Initial attack, mutual aid, or assistance for hire among Federal, State and local government entities should be described in local OPs or in local agreements between Federal Agencies and local entities which are approved by the State.

Some of the BLM land located in Western Montana and exchanged for protection with the Forest Service is actually protected by the State to balance protection exchanges between those two agencies. This plan acknowledges and approves these secondary exchanges and provides BLM stipulations (as needed) for such trades. These secondary exchanges are documented in block exchanges between the Forest Service and State and maintained in local offices of these agencies.

All state and private lands within the C.M. Russell Wildlife Refuge are protected by the Fish and Wildlife Service in exchange for the State providing wildland fire protection on refuges in Western Montana. This includes: Swan River National Wildlife Refuge, Flathead Waterfowl Production Area, Blasdel Waterfowl Production Area, Batavia Waterfowl Production Area, Smith Lake Waterfowl Production Area, Lost Trail National Wildlife Refuge, McGregor Meadows Waterfowl Production Area, Powell County Waterfowl Production Area, Kleinschmidt Waterfowl Production Area, and Blackfoot Waterfowl Production Area.

The fee basis (affidavit) lands protected by the BLM for the State will continue under BLM protection as an offset for BLM lands to be protected by the State in the Philipsburg area. There will be no exchange of funds.

#### Local Government Fire Forces (Provision 4 CFMA)

The Protecting Agency has the primary responsibility to negotiate with local government fire forces and to develop agreements that clearly establish responsibilities for protection of wildlands and structures within their protection boundaries. Agreements will follow the NRCG Mobilization Guides and Interagency Incident Business Management Handbook. The State will work with local government fire forces to map local departments' jurisdictional areas.

Local government fire forces that are not covered under a state or county cooperative agreement cannot be a signatory to a local OP as provided for in this agreement. Individual agreements with these entities can be made between any Federal Agency and a local government fire force.

Dispatching local government fire forces should follow all the protocols stated in the NRCG Mobilization of Local Firefighting Forces (see Appendix II) and Chapter 50 of the Northern Rockies Supplement to the Interagency Fire Business Management Handbook.

Per the National Wildfire Coordination Group (NWCG), the following is added to address Supplemental Fire Department Resources. Supplemental Fire Department Resources are overhead tied to a local fire department generally by agreement that is mobilized primarily for response to incidents/wildland fires outside their district or mutual aid zone. They are not a permanent part of the local fire organizations and are not required to attend scheduled training, meeting, etc. of the department.

There may be situations when additional support personnel are necessary for national mobilization and

the need can be filled by supplemental personnel available to the fire department. Should this occur, supplemental fire department resources will be hired by the State utilizing the EFF Pay Plan or a Federal Agency utilizing the AD Pay Plan.

## **C. OPERATING PROCEDURES**

### **1. Operating Plans (Provision 52(a) CFMA)**

Zone and local OPs are considered supplements to the CFMA. Copies must be sent to the USDA Forest Service, who serves as the lead principal contact for the CFMA. See Exhibit B CFMA for the contact information.

### **2. Incident Traffic Control and Signing (Provision 4 CFMA)**

The State maintains a Memorandum of Understanding (MOU) with the Montana Department of Transportation (MDOT) for traffic control and signing during incidents. The MOU provides a framework for cooperation to provide for the reasonably safe and efficient movement of road users through or around temporary traffic control (hereinafter “TTC”) created by incident management activities, while reasonably protecting workers, incident management responders and equipment. The Agencies may utilize DOT resources per the MOU. Requests for DOT resources will be ordered through the local dispatch center and documented on a resource order. Federal Agencies will reimburse the State for any MDOT resources used on incidents in which they have the protection responsibility. The MOU can be found at:

<http://dnrc.mt.gov/forestry/fire/business/agreements.asp>

The Agencies agree to use the USDA Forest Service Incident Sign Installation Guide (July 2005) for all incidents.

### **3. Dispatch and Coordination Centers (Provision 9 CFMA)**

Agencies will cooperate to use interagency dispatch centers wherever feasible. Each center will develop an operating and financial plan. This should include an equitable distribution of all operating costs including overtime for regular dispatch center employees. Current interagency dispatch and coordination centers are:

Billings Dispatch (BLM/FS/BIA)	Bozeman Dispatch (FS/NPS/State)
Dillon Dispatch (FS/State/BLM/FWS)	Kalispell Interagency Dispatch (FS/State/NPS/FWS)
Great Falls Dispatch (FS/BIA/State/FWS)	Helena Dispatch (FS/State/BLM)
Kootenai Dispatch (FS/State)	Lewistown Dispatch (BLM/FWS/FS/State)
Miles City Dispatch (BLM/State/FS/FWS)	Plains Dispatch (FS/State)
Missoula Dispatch (State/FS/BLM/FWS)	
Northern Rockies Coordination Center (FS/State/NPS/BLM/BIA/FWS)	

All overtime will be covered by the employing agency. These are not reimbursable costs, unless assigned to a specific incident on a resource order. State employment regulations do not allow exempt state employees to be paid overtime for prescribed fire.

### **4. Severity (Provision 7 CFMA)**

Upon agreement by both the Jurisdictional and Protecting Agency, severity resources from the

Jurisdictional Agency can augment the Protecting Agency resources.

#### 5. Tribal Resources (Provision 28 CFMA)

The Bureau of Indian Affairs has cooperative arrangements in place with:

Blackfeet Tribe	Crow Tribe, Crow Agency
Chippewa-Cree Tribe	Fort Belknap Tribe
Northern Cheyenne Tribe, Northern Cheyenne Agency	
Confederated Salish and Kootenai Tribe, Flathead Agency	

#### 6. Response to Wildland Fire (Provision 36 CFMA)

Wildfires on federal lands that are not human-caused may be managed for multiple objectives as established in land and resource management plans, *so long as the State is not the protecting agency*. These areas and the process for fire management in these areas will be documented in local operating plans. Adjacent fire protection entities, including state and local government, should be consulted regarding fire management strategies utilized in these areas, and share in the decision making process whenever possible.

All fire agencies have primary responsibility for fire suppression within their respective protection areas. The Agencies intent is to keep a wildfire from burning from one protection area to another *unless otherwise documented in local operating plans*. All Agencies, as appropriate, should be involved in developing the strategy, tactics, and mitigation actions to be used if the fire has the potential to impact another protection area. When the fire spread to another protection area is imminent or appears likely, the Agencies will identify financial responsibilities and as appropriate, cost share methodologies, and document the decisions and rationale. If agreement cannot be reached regarding financial responsibilities, discussion will be elevated to the next level agency administrators for the respective agencies.

#### 7. Wildland Fire Decision Documentation (Provision 40 CFMA)

During the fire season, there may be different wildland fire decision documentation processes that are used by the Agencies, including the Wildland Fire Situation Analysis (WFSA), the Wildland Fire Decision Support System (WFDSS), or the Incident Situation Assessment (ISA). The following guidelines will be used:

1. Each Agency will decide which decision documentation process they will use and document that in local OP's.
2. In the event of a multi-jurisdiction incident, Agencies will identify which document will convey the final management decision.
3. The Delegation of Authority (DOA) will incorporate these planning documents and will clearly communicate the intent of the leader(s). The DOA will be signed by all Agencies.

A wildland fire decision document will be completed in a timely manner for any fire that is declared an escaped fire. The Jurisdictional Agency provides resource based input to the incoming team through the Jurisdictional Agency's line officer signature, development of the wildland fire decision document, and presence of a Jurisdictional Agency resource advisor on the incident. The wildland fire decision document documents the Jurisdictional Agency's direction for the specific incident. Periodic assessments by the Agency Administrator of the wildland fire decision will occur.

For state and private lands within County protection, the County is the Protecting Agency. It is the responsibility of the State or County, if possible, to incorporate the non-federal landowners concerns into the wildland fire decision documentation process. Since the County is not a signature to the Agreement, the County and the State will both sign the wildland fire decision document.

8. Delegation of Authority (DOA) (Provision 41 CFMA)

Agency jurisdictional authority and fire suppression responsibility will be handled in the following way: the Protecting Agency has delegated authority for fire suppression responsibility as per the CFMA; the Jurisdictional Agency maintains all other Jurisdictional authority. In the case of an incoming Incident Management Team (Type I, II, III), the Protecting and Jurisdictional agencies are encouraged to jointly develop and sign the DOA. Processes for developing the DOA will be documented in local OPs.

9. Structure Fire Protection (Provision 34 CFMA)

The 2008 NRCG Guidelines for Community and Structure Fire Protection are valid. These guidelines should be used in setting expectations for community and structure fire protection as well as providing leader's intent in any DOA. Any time structure protection activities occur, the decisions, actions taken, and financial responsibilities must be documented.

10. Cost Share Agreements (Provision 52 (c) CFMA)

Personnel with expertise in fiscal or cooperative fire agreements will be used to assist in the negotiation of any cost share agreement.

11. Law Enforcement and Negligent Fires (Provision 47 CFMA)

The Protecting Agency will notify the Jurisdictional Agency as soon as possible if the fire may potentially be a trespass fire.

12. Determination of Cause and Preservation of Evidence (Provision 42 CFMA)

The Protecting Agency is responsible for investigating and determining the cause of the fire. All cost related to those activities will be the responsibility of the Protecting Agency. The Jurisdictional Agency, per their authorities, can also conduct an investigation for determining the cause and pursue any costs related to resource damage and area emergency resource rehabilitation.

**D. NON-SUPPRESSION ACTIVITIES**

The Jurisdictional Agency may utilize its own personnel and equipment to conduct fuels management, planned ignitions or other related preparedness types of tasks (e.g., prevention patrols). All activities will be coordinated with the Protecting Agency.

1. Subject Matter Experts for Competed Solicitations (Provision 7 CFMA)

The State will provide employees to serve as subject matter experts, auditors for training providers, equipment inspectors, instructors and provide vehicles as available. The Forest Service will reimburse the State for salary, travel and miscellaneous expenses.

2. Prescribed Fire (Provision 8 CFPA)

As per the Agreement, when a planned ignition is declared a wildfire, the management of the wildfire shall be agreed upon by the Protecting and Jurisdictional Agencies and documented in local operating plans.

Prescribed fire and fuel management activities will be addressed in local operating plans or Project and Financial Plans, or if requested on a detail documented on a resource order. For Federal Agencies, billing will follow the guidance set in the Interagency Agreement for Fire Management as signed by the Federal Agency Administrators.

### 3. Fire Wardens (Provision 21 CFMA)

Federal Agencies will furnish the State with names of individuals recommended for new appointment as Fire Wardens annually by the first Monday in June. Requests should be directed to the DNRC Prevention Specialist. Fire Warden cards are issued upon appointment and only re-issued upon expiration. Agencies having appointed Fire Wardens that are no longer acting in that capacity are required to notify the DNRC Prevention Specialist and ensure their card is returned.

### **E. MODIFICATIONS** (Provision 57 CFMA)

This OP will be reviewed annually for currency and will remain in effect until it is terminated by the mutual consent of all Agencies involved, or superseded by an updated OP. The formal review period for modifications(s) will be provided by March 1. Agency policy or direction change for any signatory party that affects this Agreement would automatically be modified therein.

Modifications that are minor in nature including changes to principal contact information, billing information, etc. will be reviewed annually and concurred to by all parties; however new signatures will not be required.

### **F. COMMENCEMENT/EXPIRATION DATE** (Provision 66 CFMA)

This OP is entered into and agreed upon by the Agencies shown as signatories. This OP is effective until the expiration of the Agreement, December 31, 2015.

### **G. APPENDICES**

Appendix I -- Exchange of Protection Areas

Appendix II – NRCG Mobilization of Local Firefighting Forces

Appendix III - Billing Procedures

Appendix IV – Billing Contacts

Appendix V – Northern Rockies Cost Share Template and Methodologies, Decision Document

## F. SIGNATURES

For copies of actual signatures, contact Cathy Scofield at [cscofield@fs.fed.us](mailto:cscofield@fs.fed.us)

<i>/s/ Ted Mead</i>	<i>04/27/11</i>
Ted Mead	Date
Chief, Fire and Aviation Mgmt. Bureau Montana Department of Natural Resources and Conservation	

<i>/s/ Paris Everson</i>	<i>05/04/11</i>
Paris Everson	Date
Contracting Officer USDI, Bureau of Land Management Montana and Dakotas	

<i>/s/ Ken Schmid</i>	<i>05/09/11</i>
Ken Schmid	Date
Acting State Fire Management Officer USDI, Bureau of Land Management Montana and Dakotas	

<i>/s/ Trish Fresques-Hernandez</i>	<i>05/24/11</i>
Trish Fresquez-Hernandez	Date
Contracting Officer USDI, National Park Service Intermountain Region	

<i>/s/ Michael Davin</i>	<i>05/25/11</i>
Michael Davin	Date
Regional Fire Management Officer USDI, National Park Service Intermountain Region	

<i>/s/ Kevin Kelly</i>	<i>06/14/11</i>
Kevin Kelly	Date
Contracting Officer USDI, Bureau of Indian Affairs Northwest Region	

<i>/s/ Cory Winnie</i>	<i>06/13/11</i>
Cory Winnie	Date
Protection Forester USDI, Bureau of Indian Affairs Northwest Region	

<i>/s/ Terri Cady</i>	<i>06/14/11</i>
Terri Cady	Date
Contracting Officer USDI, Bureau of Indian Affairs Rocky Mountain Region	

<i>/s/ Robert LaPlant for</i>	<i>04/28/11</i>
Robert E. Roberts	Date
Regional Fire Management Officer USDI, Bureau of Indian Affairs Rocky Mountain Region	

<i>/s/ Jon A. Morse</i>	<i>05/18/11</i>
Jon A. Morse	Date
Contracting Officer USDI, Fish and Wildlife Service Mountain-Prairie Region	

<i>/s/ James L. Kelton</i>	<i>05/18/11</i>
James L. Kelton	Date
Regional Fire Management Coordinator USDI, Fish and Wildlife Service Mountain-Prairie Region	

<i>/s/ Teresa Asleson</i>	<i>05/18/11</i>
Teresa Asleson	Date
Agreements Specialist USDA, Forest Service, Northern Region	

<i>/s/ Patricia Koppenol</i>	<i>05/24/11</i>
Patricia Koppenol	Date
Director, Fire, Aviation and Air USDA, Forest Service, Northern Region	



# **APPENDIX I**

## **EXCHANGE OF PROTECTION AREAS**

Due to the large volume of data, the most current information and complete listing of protected lands by Protecting Agency are on file at Montana Department of Natural Resources and Conservation. The information will be updated as changes occur, e.g. land exchanges, protection exchanges. Electronic data for other agencies is not filed at Montana DNRC. Only the original hardcopy maps of the protection exchanges are filed in the “Red Book” at DNRC.

## **APPENDIX II**

### **NRCG MOBILIZATION OF LOCAL GOVERNMENT FIREFIGHTING FORCES**

Guidelines in this document apply when Local Government Fire Forces apparatus, equipment, and personnel are hired by NRCG agencies within Montana. Initial guidelines were first established May 1, 1991. The current document in its entirety can be found at:

<http://dnrc.mt.gov/forestry/fire/business/agreements.asp>

Specific details on the procedures can be found in the above document and Chapter 50 of the Incident Business Management Handbook.

## **APPENDIX III BILLING PROCEDURES**

This Appendix serves as further explanation for the financial provisions as identified in Exhibit D of the Cooperative Fire Management Agreement.

### **1. Billing Documentation Standard**

#### **Invoice:**

Each fire will be billed individually. For each fire billed, the invoice shall contain the cooperator name, address, agency financial contact information, agreement number, date, invoice number, name of incident, incident number (which displays location and protection agency), incident accounting code (FireCode or SABHRS), signature and title of agency official.

Invoice should also indicate if this was a cost share fire and include a copy of the cost share agreement.

#### **Expense Summary/Cost Report:**

Along with the invoice, a summary of actual expenses (summary cost report) will be generated by the Agency financial system to display the invoiced charges. Aircraft use reports will be included with the summary reports. A personnel listing will also be included if not a part of the summary reports.

Cost source documents will not be required unless summary items are disputed or needed to fulfill audit requirements. If individual source documents are requested, each agency that is party to this agreement will agree that those source documents will be provided upon request.

To establish confidence levels in interagency bills, a cooperator agency may request source documents for up to 50% of fires billed for the year.

To establish review consistency, upon mutual agreement of the Agencies involved, the following review standard will be invoked for large fires that produce numerous accounting records. The Agencies will agree upon a sample size based on the number of records, as well as the method for selection samples, to apply to Government Accounting Office (GAO/PCIE) financial standard of 90% confidence level. This standard has a tolerance rate of 5%. See table taken from pages 450-3 and 450-4 of the GAO/PCIE Financial Audit Manual (provided at the end of the Appendix).

#### **Personnel Salary, Travel, and Procurements:**

A record is an individual employee (all accounting lines for each employee's base, benefit, OT, hazard, etc. will be considered one record), a travel voucher, or any procurement.

**Aviation:** Records produced will be flight use records.

## **2. Fire Suppression Billing Provisions** (Exhibit D, #4 CFMA)

### **Billing Content:**

Billings for fire suppression assistance will not include administrative charges.

### **Federal Billings:**

Federal Agencies will not bill each other for fire suppression support. Federal Agencies will submit bills to the State whenever the State is the Protecting Agency or a partner in a cost share agreement.

### **State Billings:**

When the State provides support on a fire occurring on lands within the State of Montana, billing procedures will be in accordance with the Statewide OP. Anytime the State responds to a fire outside of Montana, regardless of the Protecting Agency, the State will submit their billings to the USFS. The only exceptions are in the case of Northwest Compact or Emergency Management Assistance Compact (EMAC) orders, in which case the State will bill the ordering Agency directly. *See Appendix D item #1 Payments under Compacts.*

### **Billing Due Dates:**

All billings will have a payment due date of 60 days after they are issued. If payment cannot be made within the 60-day period, a 30-day extension, with written justification, can be requested. Agencies will follow their respective laws and regulations for debt collection.

### **Negligent Fire Billings:**

Where a third party may be billed, Agencies will provide the Protecting Agency with an estimate of their costs within 60 days after the fire is declared out and follow-up with actual costs when they become available. *See related Provision #47 Law Enforcement and Negligent Fires and #57 Suppression and Damage Collection.*

### **Boundary Fire Billings:**

Suppression costs for boundary fires will be documented via a cost share agreement based on a mutually agreeable methodology. *See related Agreement Provision #44 Boundary Fires and Appendix G for a Sample Cost Share Agreement.*

### **Disputed Billings:**

All discrepancies in the bill will be resolved during the preview process and prior to a final bill being issued. If agencies cannot resolve bill discrepancies, then a written notice should be mailed to the billing Agency within 30 days of the review deadline. Contested items will be resolved no later than 60 days following receipt of the written notice.

### **Billing Cycle:**

Billing deadlines set forth herein are intended to encourage prompt billing and failure to meet them shall not be construed as a release or waiver of claims for reimbursement against another party. Should any costs surface after the 4/30 billing date, the receiving Agency will be notified and a supplemental bill(s) issued.

11/1 – 12/1	Interagency field validation of reimbursable fires.
12/1	Agencies provide a list of fires, accounting codes and estimates for fire reimbursement at State/Regional level.
2/28	Preliminary bills issued for interagency field preview completed.
3/1 – 4/15	Interagency Cooperators review preliminary bills.
4/30	Final bills issued.
6/15	For State fiscal year end accrual purposes, Federal Agencies will furnish the State with an estimated amount due for any bills remaining un-issued.
9/15	The State will furnish Federal Agencies with an estimated bill for current fire season for obligations.

### **Third Party Payments:**

Third parties may be utilized for fire management services, as authorized by law, by the Agencies to this Agreement when agreed to by the affected Agencies. Resource orders or other appropriate documentation for third parties' personnel and equipment will be made through and tracked by the parent (one who is a signatory to the Agreement) Agency. To receive payment for service rendered, the third party will submit all billing invoices to the parent Agency. The parent Agency will review to ensure that all conditions of the local arrangement have been complied with, will submit the invoice and may request that payment be made directly to the third party.

### **Cost Share Agreements (Provision 52(c) CFPA):**

For fires within the State where there is a cost share agreement, the Supporting Agencies will bill the Protecting Agencies directly for the appropriate share.

## **3. Billing Procedures for Stafford Act Responses:** (Exhibit D, #6 CFMA)

### **Billing Estimates/Time Frames:**

The billing Agency must submit a bill for reimbursement according to the billing cycle identified in Section 2. If the total cost is not known at the time of this billing, an estimate or a partial bill, so identified, may be submitted.

**Billing Due Dates:** All billings will have a payment due date of 60 days after they are issued. If payment cannot be made within the 60-day period, a 30-day extension, with written justification, can be requested. Agencies will follow their respective laws and regulations for debt collection.

## Sample Size & Acceptable Numbers of Deviations

---

Testing Phase  
450 - Sampling Control Tests

---

.08 To determine the sample size, the auditor uses judgment to determine three factors:

- confidence level;\*
- tolerable rate (maximum rate of deviations from the prescribed control that the auditor is willing to accept without altering the preliminary control risk); and
- expected population deviation rate (expected error rate).

Once the auditor determines these factors, the auditor may use computer software (such as IDEA) to determine sample size and to select samples for testing. The auditor may also use FAM Tables I and II below in figure 450.1 to determine sample size and to evaluate test results.

**Figure 450.1: Sample Sizes and Acceptable Numbers of Deviations**

(90% Confidence level)																									
Table I (Tolerable rate of 5%)  (Use for determining sample sizes in all cases)	Table II (Tolerable rate of 10%)  (Use for evaluating sample results only if preliminary assessment of control risk is low and deviations exceed Table I)																								
<table><tr><th>Sample size</th><th>Acceptable number of deviations</th></tr><tr><td>45</td><td>0</td></tr><tr><td>78</td><td>1</td></tr><tr><td>105</td><td>2</td></tr><tr><td>132</td><td>3</td></tr><tr><td>158</td><td>4</td></tr></table>	Sample size	Acceptable number of deviations	45	0	78	1	105	2	132	3	158	4	<table><tr><th>Sample size</th><th>Acceptable number of deviations</th></tr><tr><td>45</td><td>1</td></tr><tr><td>78</td><td>4</td></tr><tr><td>105</td><td>6</td></tr><tr><td>132</td><td>8</td></tr><tr><td>158</td><td>10</td></tr></table>	Sample size	Acceptable number of deviations	45	1	78	4	105	6	132	8	158	10
Sample size	Acceptable number of deviations																								
45	0																								
78	1																								
105	2																								
132	3																								
158	4																								
Sample size	Acceptable number of deviations																								
45	1																								
78	4																								
105	6																								
132	8																								
158	10																								

The auditor may use FAM Table I to determine the sample sizes necessary to support the preliminary assessments of controls in all cases and to conclude on the effectiveness of the controls. The auditor may use FAM Table II to evaluate sample results only when the preliminary assessment of financial reporting control risk is low and the number of deviations found exceeds the acceptable number of deviations from FAM Table I.

---

\* The probability associated with the precision, that is, the probability that the true misstatement is within the confidence level.

**Figure 450.1: Sample Sizes and Acceptable Numbers of Deviations**

(90% Confidence level)	
Table I (Tolerable rate of 5%)	Table II (Tolerable rate of 10%)
(Use for determining sample sizes in all cases)	(Use for evaluating sample results only if preliminary assessment of financial reporting control risk is low and deviations exceed Table I)
Sample size	Acceptable number of deviations
45	0
78	1
105	2
132	3
158	4
209	6

- .10 For financial reporting controls, if the preliminary assessment of control risk is low or moderate, Table I may be used to determine sample size. OMB audit guidance requires the auditor to perform sufficient control tests to justify a low assessed level of control risk, if controls have been properly designed and placed in operation.

## APPENDIX IV

### BILLING CONTACTS

Appropriate bills will be sent to the following agency addresses:

<b>BLM</b> Bureau of Land Management Attn: Joli Pavelis 5001 Southgate Drive Billings, MT 59101-4669 Phone: 406-896-2915 Fax: 406-896-2963 Email: <a href="mailto:jpavelis@blm.gov">jpavelis@blm.gov</a>	<b>Bureau of Indian Affairs</b> Northwest Region Cory Winnie 911 NE 11th Ave Portland, OR 97232 Phone: 503-231-6759 Fax: 503-221-6774 Email: <a href="mailto:cory.winne@bia.gov">cory.winne@bia.gov</a>
<b>Bureau of Indian Affairs</b> Rocky Mountain Region Attn: Patricia Hazen 316 North 26 <sup>th</sup> Street Billings, MT 59101 Phone: 406-247-7949 Fax: 406-247-7921 Email: <a href="mailto:patricia.hazen@bia.gov">patricia.hazen@bia.gov</a>	<b>Fish and Wildlife Service</b> US Fish and Wildlife Service Attn: Jon Morse PO Box 25486, MS60181 134 Union Blvd. (Fed Ex Only) Lakewood, CO 80228 Phone: 303-236-4331 Fax: 303-236-4791 Email: <a href="mailto:jon_morse@fws.gov">jon_morse@fws.gov</a>
<b>National Park Service</b> Intermountain Region Attn: Kymberly Amar 12795 W. Alameda Park Denver, CO 80225 Phone: 303-969-2948 Fax: 303-969-2037 Email: <a href="mailto:kymberly_amar@nps.gov">kymberly_amar@nps.gov</a>	<b>State of Montana</b> MT Department of Natural Resources and Conservation Attn: Sue Clark 2705 Spurgin Road Missoula, MT 59804-3199 Phone: 406-542-4204 Fax: 406-542-4217 Email: <a href="mailto:suclark@mt.gov">suclark@mt.gov</a>
<b>USDA Forest Service – Region 1</b> Regional Contact: Tracey Nimlos 200 East Broadway Missoula, MT 59802 Phone: 406-329-3331 Fax: 406-329-3132 Email: <a href="mailto:tnimlos@fs.fed.us">tnimlos@fs.fed.us</a>	



# **APPENDIX V**

## **NORTHERN ROCKIES**

### **COST SHARE TEMPLATE AND METHODOLOGIES**

### **DECISION DOCUMENTS**

Guidelines, templates, and methodologies specific to the Northern Rockies for developing cost share agreements and decision documents can be found in their entirety at:

[http://www.fs.fed.us/r1/fire/nrcg/Committees/business\\_committee.htm](http://www.fs.fed.us/r1/fire/nrcg/Committees/business_committee.htm)

Under Chapter 80, select the appropriate document:

- Northern Rockies Cost Share Methodologies
- Northern Rockies Cost Share Templates
- Decision Document